

## **EXHIBIT E**

### **PLAINTIFFS' SECOND AMENDED COMPLAINT**

**EVANS, et al. v. ARIZONA CARDINALS  
3:16-cv-01030-WHA (N.D. Cal.)**

GENERAL RELEASE REGARDING TORADOL

I have requested that I be treated with Toradol (brand name for Ketorolac tromethamine) for an injury or injuries.

Information About Toradol

I understand that Toradol is a potent non-steroidal anti-inflammatory drug (NSAID) designed to blunt the body's inflammatory response to injury, control pain and assist in the return to active sports. I understand that Toradol can have a number of side effects. For example, it can have adverse effects on kidneys and kidney function. It should not be used by persons with kidney problems, active peptic ulcer disease or gastrointestinal bleeding or perforation, or a history of complications related to NSAIDs. It should not be used by persons with closed head injuries and/or bleeding in the brain. It may also increase the risk of internal bleeding in other parts of the body and can negatively impact fracture healing. Toradol should not be used for more than 5 days.

I understand that the above description is not a complete description of persons who should not take Toradol or the risks of doing so. Additional important information about Toradol, such as medical conditions of persons who should not take it, symptoms that may indicate negative reactions to it and other guidelines and warnings can be found in the written instructions/warnings accompanying a Toradol prescription and on websites such as <http://www.drugs.com/toradol.html> and <http://en.wikipedia.org/wiki/Ketorolac>.

A Task Force appointed by the NFL's Team Physicians Society studied Toradol and its use and made some recommendations. Paraphrased, those recommendations are:

1. The drug should be administered only under the direct supervision and order of a team physician.
2. It should not be used prophylactically to reduce anticipated pain either during or after football games or practices.
3. Its use should be limited to players who are diagnosed with an injury and listed on the team's latest injury report.
4. It should be given in the lowest effective therapeutic dose and should not be used for more than 5 days.
5. In typical situations, it should be administered orally (i.e. in pill form).
6. It should not be injected (either intravenously or intramuscularly) except after an acute game-related injury in which significant visceral or central nervous system bleeding is not expected and where oral or intranasal pain medications are inadequate or not tolerated.
7. It should not be taken with other NSAIDs or aspirin.
8. It should not be taken by players with a history of allergic reaction or complications due to other NSAIDs or aspirin, nor by players with a history of significant GI bleeding or kidney problems.

The full report is available online at <http://m.sph.sagepub.com/content/4/5/377.full.pdf>

I have been encouraged to review the information and websites mentioned above and I confirm that I have done so. I further understand that I have the opportunity to discuss the use of Toradol with an independent physician of my choice, my agent, or anyone else. I confirm that the Chargers and their team doctors and trainers are not pressuring me to use it. The decision is entirely mine to make.

I have no history of any problems such as those described above or in the referenced literature, nor of any allergic reaction(s) to NSAIDs or aspirin. I am not currently taking any other NSAID or aspirin and understand I should not do so at the same time as taking Toradol.

**Confirmation of No Contraindications**  
(Check "yes" or "no" for each of the following. If "yes," explain below:

Yes  No  History of renal (kidney) problems?  
Yes  No  Taking any aspirin or other NSAIDs (such as Celebrex, Naprosyn, Indigin or Ibuprofen - see prescription literature for complete list)?  
Yes  No  Taking any other contraindicated drug (such as Prozac or Lexapro - see prescription literature for complete list)?  
Yes  No  History of gastrointestinal bleeding or perforation?  
Yes  No  History of internal bleeding?  
Yes  No  History of closed head injuries or bleeding in the brain?  
Yes  No  History of active peptic ulcer disease?

Add explanations for any "yes" responses:

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**GENERAL RELEASE FROM LIABILITY**

I hereby agree to this Release From Liability as a condition to my being prescribed Toradol in connection with my practicing for and/or playing in professional football games for the San Diego Chargers. I understand and acknowledge that my use of Toradol is entirely voluntary.

I am aware and I acknowledge that there can be serious risks of medical complications and personal injury associated with taking the drug. Despite these risks, I am choosing to take it and I HEREBY AGREE TO VOLUNTARILY ASSUME AND ACCEPT ANY AND ALL RISKS RELATED TO TAKING TORADOL, WHETHER KNOWN OR UNKNOWN, INCLUDING RISK OF MEDICAL COMPLICATIONS, PERSONAL INJURY AND DEATH.

I, and anyone acting on my behalf or otherwise exercising my rights, agree not to make a claim against, sue, seek damages from, or attach the property of the Chargers Football Company, LLC ("Chargers"), Oasis MSO, Dr. David Chao, Dr. Daniel Rotenberg, Dr. Calvin Wong and their affiliated organizations, subsidiaries, partners, owners, shareholders, directors, officers, employees, agents, insurers, affiliates, successors and/or assigns, or any other team physician, trainer, employee or other person working for or affiliated with the Chargers, my teammates, or any other person or entity (the "Released Parties") for any injury, damage or death sustained due to taking Toradol.

I, and anyone acting on my behalf or otherwise exercising my rights, agree to release, indemnify, and hold harmless the Released Parties from and against any and all liability claims, losses or damages of any kind, injury, death or damage to myself, or to any other person or property arising either directly or indirectly by reason of the use of Toradol.

I certify here and below that I have no conditions or limitations that would preclude my safe use of Toradol.

This Release is a legally binding contract that is intended to provide a comprehensive release of liability. It supersedes any other agreements or representations, whether written or oral, regarding the subject matter. I further agree that no oral representations, statements or inducements apart from this written agreement have been made to me.

I agree that this Release shall be governed by California law. I further agree that all rights under Section 1542 of the California Civil Code are hereby expressly waived. That section reads as follows:

**1542. Certain claims not affected by general release.** A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release; which, if known by him must have materially affected his settlement with the debtor.

I agree that any disputes regarding this Release will be resolved in San Diego. This Release is intended to be as broad and inclusive as permitted by the laws of the State of California. If any portion of it is held invalid, the balance shall continue in full legal force and effect.

**I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY SIGNING THIS CONTRACT, I AM COMPLETELY RELEASING THE RELEASED PARTIES FROM ANY AND ALL LIABILITY RELATING TO THE USE OF TORADOL.**

**I HAVE BEEN GIVEN AN OPPORTUNITY TO CONSULT WITH AND DISCUSS THE USE OF TORADOL WITH A HEALTH CARE PROFESSIONAL OF MY CHOOSING BEFORE SIGNING THIS RELEASE. I HAVE ALSO BEEN GIVEN AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY(S) OF MY CHOOSING PRIOR TO SIGNING THIS RELEASE FROM LIABILITY. I CONCLUSIVELY AGREE THAT IN MAKING MY DECISION TO SIGN THIS RELEASE I HAVE NOT RELIED ON ANY REPRESENTATIONS MADE BY THE RELEASED PARTIES.**

**I HEREBY SIGN THIS RELEASE OF MY OWN FREE AND EXPRESS WILL.**

Full Name (please print)

Date

Signature

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